

PLEASE READ BEFORE COMPLETING THE JOINDER AGREEMENT

The following is information to consider when completing a Joinder Agreement for trust Sub-accounts.

In many cases, the Sponsor's birth date is not required to complete this form. If the Sponsor is a legal guardian or judge, simply say "not applicable" in the space at B. 5.

The "Special Advisor" is the person who will request disbursements from the trust account for the benefit of the Beneficiary, provide current information on the needs-based benefits to which the Beneficiary is entitled, assure proper income tax filings for the Beneficiary, and will receive correspondence and financial reports. Oftentimes the Special Advisor is a guardian, parent or other family member. We ask for an alternate to the Special Advisor, so that the Manager will have someone to contact concerning the needs of the Beneficiary should the first named Special Advisor be unable to serve. In some cases, the Beneficiary has capacity to serve as his or her own Special Advisor and may be listed as such. Again, an alternate should be designated in the event that the Beneficiary becomes incapacitated so that there will be an appropriate person to provide information to the Manager and to make distribution requests.

Section J. addresses the distributions for which funds in the Sub-Account are intended to be used. When completing, please consider the following examples:

- General Supplemental Needs:
 - a) Medical, dental and vision care not otherwise covered by Medicare, Medicaid or health insurance;
 - b) Furniture, furnishings;
 - c) Clothing and toiletries;
 - d) Telephone, cable, internet;
 - e) Travel and entertainment.

- Specific Supplemental Needs:
 - a) Purchase of pre-need burial or cremation;
 - b) Purchase of computer and software;
 - c) Purchase of a television, DVD player, stereo equipment, audio and video recordings;
 - d) Purchase of a vehicle (if appropriate for the beneficiary, including modifications to accommodate a disability)

The Sponsor and the Special Advisor each need to sign and date the Joinder Agreement on page 9 and submit the original with the accompanying check(s).

Check writing instructions: Please make the check funding the Sub-account payable to Babcock Pooled Trust, Security Federal Bank, Trustee for the benefit of [Beneficiary's name]. If the Beneficiary is not a client of Babcock, a separate check for the joinder fee of \$1,000.00 should be made payable to Babcock Center Foundation referencing the name of the Beneficiary. Send the check(s) and the completed Joinder Agreement to: Babcock Center Foundation, 2725 Banny Jones Avenue, West Columbia, SC 29170.

Do not hesitate to call Carrie Deaton at the Babcock Center Foundation 803-799-1970, if you have questions while completing the Joinder Agreement. Thank you for your interest in the Babcock Pooled Trust.

JOINDER AGREEMENT

This is a legal document. You are encouraged to seek independent, professional advice before signing.

The undersigned hereby enrolls in and adopts the Pooled Trust Agreement of Babcock Center Foundation, Inc., dated February 26, 1999, as amended and restated January 30, 2001, and further amended and restated on October 23, 2002, and further amended and restated on September 30, 2003, and further amended and restated on January 4, 2008, further amended and restated on May 22, 2009, and further amended and restated on _____, 2016, which is incorporated herein by reference.

- A. **Trust Sub-account number:** _____
(account # will be assigned upon enrollment)

- B. **Sponsor**
 - 1. Sponsor's name: _____
 - 2. Address: _____

 - 3. Telephone: (home) _____
 - (work) _____
 - (cell) _____

 - 4. Email: _____
 - 5. Sponsor's birth date: _____
 - 6. Relationship to Beneficiary: _____
(Sponsor must be the individual, a parent, grandparent, legal guardian or a court)

C. Beneficiary

1. Beneficiary's name: _____
2. Address: _____

3. Beneficiary's Social Security Number _____
4. Telephone: (home) _____
(work) _____
(cell) _____
5. Email: _____
6. Beneficiary's birth date: _____
(Note: If the Beneficiary is age 65 or older, transfers to the trust may result in the assessment of a penalty for Medicaid eligibility purposes.)
7. Place of birth: _____
City/State: _____
8. Is the Beneficiary married? _____
If yes, name of spouse: _____
Address: _____

Telephone: (home) _____
(work) _____
(cell) _____
Email: _____
Age of spouse: _____
Is spouse disabled? _____
Item C:8-10 are optional but family history can be helpful in locating family members in the future
9. Mother's name: _____
SSN (if living): _____
Address: _____

Telephone: _____
10. Father's name: _____
SSN (if living): _____
Address: _____

Telephone: _____

D. **Legal Representative:** If the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee, or agent under a durable power of attorney), what is the name, address, and relationship of such person to the Beneficiary:

1. Name: _____
2. Address: _____

3. Telephone: (home) _____
(work) _____
(cell) _____
4. Email: _____
5. Relationship: _____
6. Position held: _____

E. **Benefits:**

1. Does Beneficiary receive Supplemental Security Income? _____
If so, how much per month? _____
2. Does Beneficiary receive other Social Security benefits? _____
If so, how much per month? _____
3. Is the Beneficiary covered by Medicare? _____
4. If the Beneficiary receives Medicaid, what is the Medicaid card number? _____
5. Which Medicaid program? _____
6. List all other forms of government assistance that the Beneficiary receives: _____
7. If the Beneficiary is covered under any policy of health insurance, what is the insurer's name and address, and what is the policy number?
Insurer: _____
Address: _____
Policy No. _____
8. If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the insurer's name and address, and what is the policy number?
Insurer: _____

Address: _____

Policy No. _____

Note: Federal law prohibits the use of trust funds for payment of funeral and burial expenses after the death of the Beneficiary. It is therefore important that all funeral and burial expenses be prepaid to the extent possible.

9. If the Beneficiary is married, does the spouse receive any forms of government assistance? _____
If so, please list: _____

F. Disability

1. What is the nature of the Beneficiary's disability? _____
2. If the Beneficiary's condition has been medically diagnosed, what is the diagnosis? _____
3. What is the prognosis at this time? _____

G. Tax Information: Each Sponsor acknowledges that a trust Sub-account may be treated as a grantor trust for federal income tax purposes as provided under IRC §671 et. Seq. and the treasury income tax regulations thereunder. In such event, all allocable income, gains or losses shall be reported on the Beneficiary's federal income tax return and taxable to the Beneficiary. Each Sponsor acknowledges that the Sponsor, the legal representative, or the Beneficiary shall be responsible for mailing their own federal and/or state income tax returns to report the income of the Trust which is taxable to them as their interest may appear. Each Sponsor hereby indemnifies the Trustee and the Manager from any and all claims for income tax liabilities of the Sub-account which is treated as a grantor trust for federal income tax purposes. If any taxes are due on a Sub-account, the funds for payments of the taxes may be distributed from the Sub-account.

H. Special Advisor

The Sponsor hereby designates the following person as Special Advisor for the purposes of administering this Sub-account, including but not limited to: providing accurate and up to date information about the Beneficiary and the government benefits to which the Beneficiary is entitled; requesting distributions on the Beneficiary's behalf; assuring that proper tax filings are made on behalf of the Beneficiary.

1. Name: _____
2. Address: _____

- 3. Telephone (home) _____
 (work) _____
 (cell) _____
- 4. Email: _____
- 5. Relationship to Beneficiary _____

In the event that the above named person is unable or unwilling to serve or continue to serve, the Sponsor hereby designates as substitute or successor Special Advisor the following person:

- 1. Name: _____
- 2. Address: _____

- 3. Telephone: (home) _____
 (work) _____
 (cell) _____
- 4. Email: _____
- 5. Relationship to Beneficiary: _____

If at any time, there is no Special Advisor then serving, a substitute or successor shall be appointed by the Sponsor within thirty (30) days and, if the Sponsor is unable or unwilling to appoint a substitute or successor, the Babcock Center Human Rights Committee shall act as Special Advisor.

I. Distributions upon the Beneficiary's death:

If, upon the Beneficiary's death, funds remain in his or her separate Trust Sub-account, such funds shall be distributed in accordance with Article XIII (2) of the Trust Agreement, as amended at the time of the Beneficiary's death.

J. Uses for which Trust Sub-account distributions may be made:

- 1. The Trust Sub-account will be administered for the sole benefit of the Beneficiary.
- 2. The Trustee, at the Manager's direction, may make disbursements from the Sub-account for items that are required for maintaining a Beneficiary's health, safety and welfare when, in the discretion of the Manager, such requirements are not being provided by any public agency, or are not otherwise being provided by any other source of income available to the Beneficiary.
- 3. The Sponsor recognizes that all distributions are at the Manager's sole discretion. With this in mind, the Sponsor expresses the following desires as to how funds in the Trust Sub-account might be used:

- a. General Supplemental Needs (to be provided on an ongoing basis):

- b. Specific Supplemental Needs Requested for the Beneficiary, if applicable (one-time expenditures):

Additional supplemental needs, including items of a similar nature to those specified above that are specified in an individualized supplemental needs plan established for the Beneficiary and updated from time to time, may be provided if approved by the Sponsor, the Special Advisor, the caseworker for the Beneficiary, or the guardian of the Beneficiary.

- c. Other Needs (on occasion there may be a desire to provide for basic needs in addition to supplemental needs despite the potential loss of benefits)
- K. **Fees:** Manager and Trustee fees will be charged in accordance with Schedule A attached hereto and as amended from time to time.

L. **Acknowledgement by Sponsor:**

1. The provisions of this Joinder Agreement, may be amended as the Sponsor and BABCOCK CENTER FOUNDATION, INC. may jointly agree, so long as any such amendment is consistent with the Trust and the then applicable law.
2. The Sponsor acknowledges that BABCOCK CENTER FOUNDATION, INC. has made no representation to the Sponsor that contributions to the Trust are deductible as charitable gifts, or otherwise.
3. Each Sponsor acknowledges that he or she has been advised to have the Babcock Center Foundation, Inc. Pooled Trust Agreement and this Joinder Agreement reviewed by his or her own attorney prior to the execution of this Joinder Agreement.
4. Each Sponsor acknowledges that the Trustee is a financial institution and is not licensed or skilled in the field of social services. Sponsor acknowledges and agrees that the Trustee may conclusively rely upon the Manager and Special Advisor to identify programs that may be of social, financial, developmental or other assistance to the Beneficiary. The Trustee, its agents and employees, as well as their agents' and employees' heirs and legal representatives, shall not in any event be liable to any Sponsor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.
5. Each Sponsor recognizes and acknowledges the uncertainty and changing nature

- of the guidelines, laws, and regulations pertaining to governmental benefits and each Sponsor agrees that the Manager will not in any event be liable for any loss of benefits as long as the Manager acts in good faith.
6. Each Sponsor acknowledges and agrees that the Manager, its agents and employees, as well as their agent's and employees' heirs and legal representatives, shall not in any event be liable to any Sponsor or Beneficiary or any other party for its acts as Manager so long as the Manager acts reasonably and in good faith.
 7. Each Sponsor acknowledges that upon execution of the Joinder Agreement by Sponsor and the Manager, and the funding of a Sub-account for a Beneficiary, that this Trust, as to the Sponsor and the Beneficiary, is irrevocable. Each Sponsor acknowledges that after the funding of a Sub-account, the Sponsor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon.
 8. Each Sponsor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by the Babcock Center Foundation, Inc. in deciding to execute this Joinder Agreement.
 9. If the Sponsor intends to enroll more than one Beneficiary under one Trust Sub-account, an additional agreement is required between the Sponsor and Manager.
 10. The Trust established and administered by BABCOCK CENTER FOUNDATION, INC. is a pooled trust, governed by the laws of South Carolina, in conformity with the provisions of 42 U.S.C. § 1396p, amended August 10, 1993, by the Revenue Reconciliation Act of 1993. To the extent there is conflict between the terms of this Trust and the governing law as from time to time amended, the law and regulations shall control.
 11. Each Sponsor further represents, warrants, and agrees:
 - a. That he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;
 - b. That if he or she has not had the Babcock Center Foundation, Inc. Pooled Trust Agreement or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;
 - c. That he or she has been provided a true and correct copy of the Babcock Center Foundation, Inc. Pooled Trust Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement;
 - d. That he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and
 - e. That the Babcock Center Foundation, Inc. Pooled Trust is the Remainder Beneficiary of the Sub-account established hereby upon the death of the Beneficiary.

IN WITNESS WHEREOF, the undersigned Sponsor has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms, and BABCOCK CENTER FOUNDATION, INC., as Manager, has accepted and signed this Joinder Agreement on the date indicated beside his or her signature. This Agreement is effective upon the date on which it is accepted and signed by the Manager.

Date: _____

Sponsor

BABCOCK CENTER FOUNDATION, INC.
Manager

Date: _____

By: _____

The undersigned agrees to serve as Special Advisor.

Date

Signature

Contact information for the Manager

Babcock Center Foundation
Post Office Box 3608
West Columbia, SC 29171
(803) 799-1970
Info@babcock.org

SCHEDULE A
FEES

In addition to the initial joinder fee (for those who are not clients of Babcock Center), the following fees may be charged by the Trustee or the Manager as appropriate:

- a. Manager and Trustee have agreed that Trustee will charge and receive a monthly fee for its services based on an annual fee of two percent (2%) of the balance of the trust. These fees will be allocated among and charged against each Subaccount on a pro rata basis. The annual fee of the Trustee may be changed from time to time by agreement of the Trustee and the Manager.
- b. In addition to the fee payable to the Trustee as agreed upon from time to time by Manager and Trustee, Manager will charge and receive a monthly fee for its services based on an annual fee of one quarter percent (.25%) of the balance of the trust, at the same time the fee is calculated and paid to Trustee. These fees will be allocated among and charged against each Subaccount on a pro rata basis.
- c. A case management assessment fee may be charged at the discretion of the Manager to cover the cost of establishing an individualized care plan for the Beneficiary.